

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. CB060091		PROJECT NO.	PAGE A1	OF A1	PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP NO. 060092		3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)		4. DATE ISSUED February 27, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515				6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Nichele C. Robinson Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SUBJECT: CONSERVATION AND RESTORATION OF LUNETTES IN THE U.S. CAPITOL BUILDING, WASHINGTON, DC							

SOLICITATION

7. Sealed offers in original and <u> 2 </u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, March 27, 2006. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: NICHELE C. ROBINSON	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-2557

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS % _____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR		DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE
				16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED		18. AMOUNT		19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE				21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)				23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				24. AWARD DATE	

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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B.2	SCHEDULE OF ITEMS
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B.1 GENERAL PURPOSE

.1 The contractor shall provide all professional services, materials and equipment necessary to perform conservation and restoration services on the Lunettes located in Room S-127 of the US Capitol Building for the Architect of the Capitol.

B.2 SCHEDULE OF ITEMS

DATE OF AWARD - DECEMBER 31, 2006

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	QUANTITY	UNIT	TOTAL AMOUNT
001	Conserve two (2) lunettes, take samples and prepare mock-up replication for review (See Section C - Statement of Work)	2	Each	_____
002	Conserve four (4) lunettes (See Section C - Statement of Work)	4	Each	_____
003	Final report with cost estimates for future work (See Section C - Statement of Work)	1	Each	<u>Not Separately Priced</u>
CLINS 001 - 003 TOTAL AMOUNT: _____				
OPTION ITEM:				
004	Replicate architectural design on five (5) lunettes (See Section C - Statement of Work)	5	Each	_____

B.3 EXERCISE OF OPTION ITEMS

.1 Subject to the availability of funds, the Government will decide at the time of award which option items will be exercised.

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND:

Room S-127, occupied by the Senate Appropriations Committee since 1912, was decorated with murals in the Pompeiiian style designed by Constantino Brumidi in 1856-1858. The themes of the murals relate to the Naval Affairs Committee which first occupied the room. (See Barbara Wolanin, *Constantino Brumidi: Artist of the Capitol*, 1998.) Over the years, the murals on the ceilings and walls have been covered with cabinets, repaired, painted over, and varnished to varying degrees, most recently in 1978. The area that had undergone the greatest change from the original intent is the light blue field on which the nine panels with floating maidens were painted, which had been overpainted in dark green. The original blue fields were uncovered and the panels conserved in 2004. An investigation (2003-2004) has shown that there is significant detachment of original paint in the murals above the cornice level, and further testing on one lunette was carried out in a pilot phase 2005. The recommendations of the October 31, 2005 report are to guide this work.

This work will take place during recesses of the Senate, including August 2006. In order to accomplish the on-site work by August 31, 2006, the work will need to be broken up into at least two phases.

C.2 STATEMENT OF WORK

Conservation and restoration services on the lunettes in S-127 shall include:

1. Review existing conservation reports, particularly the report for the study carried out in August 2005, and historic documentation.
2. Photo document murals before, during, and after conservation and restoration.
3. Submit a plan for handling any lead contaminated materials and solvents. Provide MSDS sheets for all materials. Note that overpaint in the lunettes tested positively for lead content.
4. During all work, protect conserved maiden panels below the cornice line, the gilded overmantel mirror frame, and other historic surfaces from damage of any type, including impact and drips.
5. Survey the plaster in five lunettes above the cornice line, using non-invasive techniques. Document with drawings any areas found to be friable, detached, or unstable. Design a consolidation treatment with materials and methods proved effective on plaster of similar age and consistency, with reference to the testing

performed on the pilot lunette in 2005.

6. After approval of the plan by the Curator, consolidate friable and detached plaster using approved methods.
7. After thoroughly surveying and documenting conditions, consolidate flaking and lifting paint on the walls above the cornice level. Refer to 2004 and 2005 reports and test areas to test and implement a system that will effectively reattach paint, while making cleaning possible and without altering the appearance of the original paint surface.
8. Clean original surfaces of dust and grime.
9. Remove overpaint while preserving original tempera paint layer. If overpaint proves impossible remove without loss of the original layers, overpainting or glazing to match the original color determined through exposure windows may be the preferred course, to be determined in consultation with the Curator.
10. Fill and inpaint losses in original surfaces with reversible materials.
11. Prepare a mock-up for approval of replicated architectural design in the northeast lunette for the unfinished central panels. Replication should resemble original tempera mural in finish. Attach mock-up over blank space for review and approval.
12. Replicate architecture in central panel on five lunettes.

Option 1: Prepare surfaces of central panels, coat with reversible barrier layer, and apply replication similar to approved mock-up that has been painted on canvas.

Option 2: Prepare surfaces of central panels, coat with reversible barrier layer, and paint replication similar to approved mock-up using reversible and stable pigments.
13. Repair and inpaint damaged corner of faux marble dado.
14. Take samples and make small exposure windows in faux marble, cast-iron enframements, and overpainted areas on ceiling to determine original decoration.
15. Provide time and cost estimates for future conservation phases, including removal of yellowed varnish, restoration of faux marble, and selected removal of overpaint from ceiling areas.
16. At the conclusion of the conservation treatment, prepare two original copies of a

detailed typewritten or word processed conservation and restoration report, including photo documentation. Submit in hard copy and electronic format (in Corel WordPerfect, Microsoft Word, or Adobe PDF) with original photographs and an electronic copy on disk. Supply negatives and/or digital files on disk (200 dpi minimum at 8 x 10 inches (created with a camera of at least 4 megapixel resolution), in TIFF format) along with prints and any transparencies. Each image must be captioned. Include a color scale (Kodak or Macbeth) on representative images.

The minimum requirement is to provide digital prints plus digital files (200 dpi minimum at 8 x 10 inches TIFF files) on a CD. Black and white should be used when preferable for documenting certain conditions or points. If a film camera is used, digital files of the images (300 dpi at 8 x 10 inches TIFF files) should be supplied on a CD.

All photographic documentation taken for the project will be considered work for hire and the property of the Architect of the Capitol. The conservator may retain copies for company archives and for use in professional resumes, but not for promotional purposes. Permission is not given for the taking of photographs in non public areas or under special access other than those required for this contract.

The report must include: treatment summary, including all materials used, with recommendations for future protection and maintenance; description of what has been learned about technique and previous treatments in light of known history; paint analysis and cleaning test results; diagrams and text for each panel or area showing initial condition, areas of detached or friable plaster, areas consolidated, cracks, areas of loss, and areas of inpainting; **precise measurements of each lunette**; systematic photographs of overall panels or areas pre-treatment, during testing and cleaning or surface preparation, before inpainting, and after treatment and before and after details of significant problem areas.

All work shall be performed in compliance with American Institute for Conservation of Historic and Artistic Works (AIC) Code of Ethics and Standards of Practice and all applicable codes.

C.3 CONTRACTOR REQUIREMENTS

C.3.1 KEY PERSON

All work must be overseen by a KEY PERSON who is the Project Director and who is a professionally trained conservator. The Key Person/Project Director is expected to be on site the majority of the time that work is under way. Qualifications/resumes for all conservators proposed to work on the project must be submitted for approval.

C.3.2 LEAD CONTAMINATED MATERIALS

The contractor is placed on notice, and by executing its offer acknowledges, that the works of art to be conserved under this contract may contain lead based paint.

The contractor is responsible for full compliance with all applicable laws, regulations, and articles of the contract including but not limited to OSHA requirements and the laws of the District of Columbia applicable to any aspect of performance for protection of workers, staff, and the public, for proper methods of monitoring lead levels, and for packaging, storing, and handling of any lead-contaminated materials prior to actual pickup by the Architect.

C.3.3 PRECAUTIONS

If solvents are to be utilized, the contractor must provide a Ventilation and Solvent Control Plan as well as MSDS for approval.

The contractor is responsible for controlling dust-generating activities and for maintaining the jobsite to remove dust and debris.

All surrounding surfaces should be considered historic and should be protected during treatment.

C.3.4 ACCESS AND SCHEDULING

All members of the team working on site will be required to submit to a security check and to wear identification badges at all times.

Access to murals will be limited to recesses of the Senate.

C.3.5 GOVERNMENT-FURNISHED SERVICES

The Architect will provide the Conservator with access to running water and electricity

The Architect will provide the Conservator with access to the murals via a scaffold or lift.

The Architect will collect any lead contaminated or hazardous waste materials from the Conservator and will assume responsibility and cost for proper handling from the point of collection, and for disposal of those materials.

C.4 REQUIREMENTS FOR COST ESTIMATES

Provide the overall lump sum cost and overall estimate of time needed for completion (with estimated schedule), with breakdowns of labor and hourly rates for all personnel, and cost of materials, travel, etc., and cost of preparing report. (Rates should cover work that must be done after hours or on weekends.)

Cost estimates should be valid to the end of calendar year 2006.

The conservator will be required to provide a copy of the company's certificate of insurance demonstrating coverage that meets the standard in the professional field.

C.5 TIME FOR COMPLETION

The conservation work will be undertaken during a recess of the Senate, with the completion date to be determined. **On site conservation work shall be completed by August 31, 2006, with the report due on October 31, 2006, or two months after the completion of on site work, whichever is latter.**

END OF SECTION C

SECTION D
PACKAGING AND MARKING

D.1 IDENTIFICATION OF CONTRACT DELIVERABLES

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information:

- (a) Name and business address of the contractor
- (b) Contract number
- (c) Point of Contact
- (d) Date of transmittal

END OF SECTION D

SECTION E
INSPECTION AND ACCEPTANCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
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INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4
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AOC52.211-4	TERM OF CONTRACT

SECTION F DELIVERIES OR PERFORMANCE

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

AOC52.211-4 TERM OF CONTRACT (JUN 2004)

The term of contract shall be from date of contract award through December 31, 2006.

(End of clause)

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SECTION G
CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
(MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.211-1 KEY PERSONNEL (MAR 2005)

(a) The Contractor shall assign to this contract the following key personnel: (the name(s) of the key personnel shall be completed at time of award)

Name	Title	Telephone No.
	<u>Conservator</u>	
<hr/>		

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent

substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-2 APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL (JUN 2004)

(a) During the first sixty days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 60-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the "SCHEDULE OF ITEMS" in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (AUG 2005)

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges

must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-6 SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT (AUG 2005)

(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until a completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order

work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution.

(g) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(End of clause)

AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
(JUN 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;

- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

END OF SECTION G

**SECTION I
CONTRACT CLAUSES**

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit

any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to

the public.

(End of clause)

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the

contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the

Capitol.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
(SEP 2004)

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- (d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
- (e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(SEP 2004)

- (a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.
- (b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the

Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2 PAYMENTS - SERVICES (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a

monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D.of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under

the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a

question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of acceptance by the Government*. This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
***TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

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5. U.S. CAPITOL BUILDING ROOM S-127 PHOTOGRAPHS
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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to

paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying

agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly

to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

- (i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
(NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name

Title

Telephone: _____

E-Mail: _____

Name _____

Title _____

Telephone: _____

E-Mail: _____

Name _____

Title _____

Telephone: _____

E-Mail: _____

(End of provision)

END OF SECTION K

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SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Nichele C. Robinson, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Nichele C. Robinson to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER**

BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to nrobinson@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

Offerors that include in their proposals data that they do not want disclosed to the public for any

purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;
- (b) Mark each sheet of data it wishes to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, offers shall—
 - (1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and
 - (2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.
- (d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

AOC52.237-1 SITE VISIT (MAY 2005)

(a) Offerors are required to attend this MANDATORY site visit and pre-proposal meeting to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. Proposals will NOT be accepted from offerors that did not attend the site visit and pre-proposal meeting.

(b) A pre-proposal meeting will be conducted at the U.S. Capitol Building, Room S-127 Washington, D.C. for all prospective offerors on March 10, 2006 at 9:00 am, local time. Offerors shall enter the U.S. Capitol Building through the North Visitor's Entrance and meet at the Senate Appointments Desk. Contact Nichele C. Robinson, Contract Specialist, at (202) 226-2557 if you have any questions concerning this meeting.

(End of provision)

ARTICLE L.1 INSTRUCTIONS FOR PREPARING THE TECHNICAL
PROPOSAL - SOURCE SELECTION PROCEDURES

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be subdivided into four (4) subsections: Technical Approach, Key Personnel, Corporate Experience and Expertise, and Corporate Past Performance. The Technical Proposal shall be organized in accordance with the outline shown below. It shall be contained in three-ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily; spiral binding and comb binding are strongly discouraged.

(1) **Evaluation Factor 1 - Technical Approach.** The Offeror shall provide a description of the plans, methods, and procedures to be used to implement the conservation and restoration of nineteenth-century murals painted directly on plaster in tempera other mediums in Room S-127 of the United States Capitol. The description shall list:

- (i) tasks specific to the scope of work for this project
- (ii) other items, such as the allocation of staff and staff-hours proposed for each task and estimated completion time for the overall project, that the firm deems critical to a technical approach for this project

(2) **Evaluation Factor 2 - Key Personnel.**

- (i) The Offeror shall provide a list of the names of proposed Key Personnel. The Key Person must be a professionally trained conservator and a Professional Associate or Fellow of the American Institute for Conservation (AIC) with experience serving as Key Person on mural conservation projects similar in scope. The proposed staff should encompass the following areas of expertise: conservation staff, plaster expert, conservation scientist, decorative painter, photographer.
- (ii) The Offeror shall provide resumes for the key personnel, including any subcontractors. Resumes shall document recent and relevant experience within the past ten (10) years, shall be a maximum of four (4) pages long, and shall include the following information:
 - (A) Professional training and degrees
 - (B) Experience, with beginning and ending month and year for each position, including years working for the Offeror
 - (C) AIC membership status
 - (D) List of mural conservation projects/contracts on which the person provided expertise similar that proposed for this project within the past ten (10) years
 - (E) List of three (3) references who can provide feedback regarding the person's technical capabilities. Information provided for each reference shall include a contact name, company, address, current telephone and facsimile numbers, and e-mail address

(3) **Evaluation Factor 3 - Corporate Experience and Expertise.** The Offeror shall provide a list of at least three (3) past projects/contracts of similar scope, size, and complexity that involved similar tasks performed by the firm during the last ten (10) years. (Relevant projects performed more than ten years ago may also be listed.) For each project/contract listed, provide the following:

- (i) From/To (Dates - Month/Year)
- (ii) Mural Project/Contract Description, including Mural Artist, Medium, and Date
- (iii) Client/Agency

- (iv) Client Project Manager/Technical Point of Contact
- (v) Current Phone Number, Facsimile Number, and E-Mail Address for Point of Contact
- (vi) Dollar Value of Contract or Task Order
- (vii) Relevance of Experience to This Project
- (viii) Key Personnel Also Proposed for This Project
- (ix) Before and After Photographs

(4) **Evaluation Factor 4 - Corporate Past Performance.** The Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror. In addition to information provided under (3) Corporate Experience and Expertise, the Offeror may provide additional information in the same format that demonstrates the Offeror's past performance.

- (i) The enclosed "PAST PERFORMANCE QUESTIONNAIRE FOR ART CONSERVATION PROJECTS" may be provided to each of the companies/agencies submitted by the Offeror in response to Evaluation Factors 2 and 3. The questionnaire(s) must be faxed by the companies/agencies to the attention of Nichele C. Robinson, Contract Specialist at (202) 225-3221 or (202) 226-7056 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.
- (ii) If a mural conservation report prepared by the Offeror within the past ten (10) years is not currently on file with the Architect of the Capitol, submit a typical example of a mural conservation report with photo documentation (may be submitted in digital form on a compact disk).

ARTICLE L.2

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES

(a) A firm fixed price shall be entered by each Offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each Offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 001 through 004, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);

- (2) Section B - The “SCHEDULE” pages; and
- (3) Section K - The “REPRESENTATIONS AND CERTIFICATIONS”.

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

AOC52.215-5 CONTRACT AWARD - SOURCE SELECTION PROCEDURES (JUN 2004)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may—
- (1) Reject any or all offers if such action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is

significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.govcon.com

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
EVALUATION OF OPTION EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988	52.217-4

(End of provision)

**ARTICLE M.1 PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION
PROCEDURES**

(a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect of the Capitol to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each Offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and is therefore acceptable. The four subsections are considered to be equal in importance. An Unacceptable rating for any subsection will render the entire proposal Unacceptable.

(1) **Technical Approach.** The Offeror’s technical approach will be evaluated to determine the extent to which the proposed plans, methods, and procedures will be appropriate, efficient, and effective in conserving and restoring nineteenth-century murals painted directly on plaster in tempera and other mediums in Room S-127 in the United States Capitol; comply with the Scope of Work; and will ensure the successful completion of the work. Higher scores will be given to those Offerors whose technical approach is evaluated as thorough, comprehensive, and effective. Higher

ratings will be given to Offerors who demonstrate a thorough understanding of the work, whose staff-hour allocations and completion-time estimates are deemed appropriate, whose materials and methods proposed have been proven effective and safe for use in mural conservation, and whose proposals completely satisfy the requirements and objectives of the Scope of Work as described in the solicitation.

(2) **Key Personnel.** The Offeror's proposal will be evaluated to determine that all necessary skills will be provided by the project personnel. The resume of each proposed person will be evaluated to determine the level of his/her qualifications to perform the duties required by this solicitation. Higher scores will be assigned to those Offerors whose proposed personnel have the most relevant education, training, and skills, including training and experience in the conservation of murals painted directly on plaster. The resumes will also be evaluated to determine the extent of successful participation in similar projects within the past ten (10) years, taking into consideration degree of client satisfaction. Higher scores will be given to Offerors whose key personnel's relevant experience is extensive and whose past performance has been highly successful. The Key Person is expected to have a master's degree or at least seven (7) years of similar training and experience and membership in the American Institute of Conservation (AIC) at the Professional Associate Level or higher. The level of Fellow will be given a higher rating. In addition, higher ratings will be given to other proposed staff who are AIC members.

(3) **Corporate Experience and Expertise.** The Offeror's experience will be evaluated to determine the extent of the company's experience relevant to this requirement during the last ten (10) years, with a minimum of three (3) relevant examples required. Higher scores will be given to Offerors whose key personnel have experience working together as a team. As part of its overall evaluation of the Offeror's experience, the Government will assess the Offeror's ability to complete projects on time and within budget.

(4) **Corporate Past Performance.** The Offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past ten (10) years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to Offerors whose past performance has exhibited the most success and client satisfaction on similar projects, including the conservation of true frescoes and other murals painted directly on plaster. As part of its evaluation of the Offeror's past performance, the Government may consider additional references submitted by the Offeror and may consider information from other sources. The sample conservation report will be evaluated for thoroughness, clarity, and quality of graphic and photographic documentation.

(c) **PRICE CRITERIA.** The Government will evaluate the price proposals of all firms found technically qualified. Price criteria measure not only actual dollars but also analyze the realism and reasonableness of the Offeror's proposed price and its position in the range of all prices.

END OF SECTION M

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC**-_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()
FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _____

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _____ CHECKING _____ SAVINGS _____ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____ Address: _____
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".) _____

3. Date of Birth: (Month, Day, Year) _____ 4. Birthplace: (City and State or Country) _____

5. Social Security Number: _____ 6. Gender: _____
Male Female

7. Race: _____ 8. Height: _____ 9. Weight: _____ 10. Eye Color: _____ 11. Hair Color: _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____ 13. Date: _____



Guidelines for Conservators Regarding the Handling of Hazardous Materials/Hazardous Waste

1. All hazardous waste shall be carefully collected, containerized, labeled (see below), and delivered to AOC personnel at the Paint Shop in HT-42 (225-1950) or the Plumbing Shop in HT-46 (225-2720). Bags of hazardous waste must be accepted by an authorized person and may not be left unattended.
2. All waste turned over to the AOC must be properly labeled and placed in a 6-mil plastic bag. If waste consists only of lead-containing paint, it shall be labeled "waste lead paint"; the accumulation start date is the current date. If, in addition to the lead hazard, the waste contains any solvent(s), each must be listed on the label. Note: Rags containing ignitable solvents are considered hazardous waste and must be handled as such. Regular non-hazardous trash should be collected, labeled, and disposed of separately. *Illustrations of sample hazardous and non-hazardous waste labels appear below.*
3. No hazardous material, that is, any material or article that requires a Material Safety Data Sheet (MSDS), may be stored in the Capitol. All hazardous materials shall be removed from the building at the end of the shift. Any hazardous material not in the original container must be clearly labeled. To minimize breakage concerns, it is recommended that hazardous materials not be stored in glass containers.
5. The contractor must provide the AOC with a list of all hazardous materials being used along with two copies of the Material Safety Data Sheet (MSDS) for each. Copies of these will be forwarded to the Capitol Police. The contractor must follow the MSDS guidelines for the handling, storage, removal, and disposal of these materials. In addition, copies of all MSDSs must be organized in a clearly marked binder and must be available at the work site in the event of an emergency.
6. The contractor is required to inform the AOC each week of the work schedule and any specific solvents or volatile materials that will be used; this information will be on record with the Capitol Police.
7. No hazardous materials or hazardous waste shall be deposited in drains.
8. The work site and any storage areas will be subject to unannounced inspections.
9. The contractor is required to follow all federal, state, and local environmental regulations. (See 40 CFR 260-299 and 20 DCMR Subtitle E, chapters 40-54.)

HAZARDOUS WASTE
ACCUMULATION
START DATE _____
CONTENTS _____
HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

NON- HAZARDOUS Waste
OPTIONAL INFORMATION
SHIPPER _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTENTS _____
NON-HAZARDOUS WASTE



Guidelines for Conservation Reports and Photo Documentation

At the conclusion of conservation treatment performed under contract with the Architect of the Capitol, conservators must submit two original copies of a detailed typewritten or word-processed conservation and restoration report, including photo documentation.

Content Requirements

1. Treatment summary, including all materials used.
2. Accurate measurement of each area treated in inches and centimeters.
3. Recommendations for future protection and maintenance.
4. Description of what has been learned about technique and previous treatments in light of known history.
5. Sample analysis and cleaning test results.
6. Diagrams and text for each area documenting initial condition, problem areas (such as detached or friable plaster, cracks, and areas of loss) and treatment (such as areas consolidated and areas of inpainting).
7. Systematic photographs of overall areas and significant details pre-treatment, during testing and cleaning or surface preparation, before inpainting or other reintegration, and after treatment.
For color management, an industry standard color scale (Kodak or Macbeth) in excellent condition must be included in at least one reference print made in each given lighting condition. Digital files must remain in the color space in which they were created, and that must be an industry standard, such as Adobe RGB (1998) or sRGB IEC61996-2.1.

Technical Requirements

1. Submit the text report, printed on archival-quality high-rag-content paper, and the accompanying photographic prints in a three-ring binder. Prints 4 x 6 inches in size are acceptable if the points to be documented are clearly visible. Prints must be made with a photographic process or with pigment-based inks on compatible paper in a combination estimated to have a life of 50 to 100 years.
2. Include a digital copy of the text report on a compact disc (CD-R) in an approved electronic format (either Corel WordPerfect, Microsoft Word, or Adobe PDF).

3. Also include CD-R(s) containing a digital image file for each photograph used in the report and any additional useful photo documentation made during the course of the project. This disc with photographic images is required as a separate item, even if the report is submitted as an Adobe PDF file.
4. Supply digital files on CD-R (minimum of 300 dpi at 8 x 10 inches [created with a camera of at least 6 megapixel resolution] in TIFF format) along with prints and any negatives and transparencies. Each image must be captioned to identify location and stage of conservation. Include a color scale (Kodak or Macbeth).
5. At a minimum, photographs must be provided as prints plus digital files (as described in item 4, above) on a CD.

If a film camera is used, digital files of the images (300 dpi at 8 x 10 inches; TIFF files) should be supplied on a CD.

Black-and-white negatives or color slides or transparencies should be included when preferable for documenting certain conditions or points.
6. Disc media must be archive standard disc, equivalent to Matsui MAM-A Gold Standard CD-Rs (DVDs are not regarded as archival).

Discs must be labeled with either inkjet, adhesive, or silk-screen labels (no annotation with Sharpie or other pen directly on disk).

Sleeves holding CDs for inclusion in the bound report should be made of Tyvek, and the bound disc(s) should be protected from scratches, punctures, or other damage from other objects in the report.
7. Inkjet prints of photographs must be enclosed within sleeves, either Inkjet Art Clear Archival Envelopes (polypropylene) or Mylar (polyester).

Note: All photographic documentation taken for the project will be considered work for hire and the property of the Architect of the Capitol. The conservator may retain copies for company archives and for use in professional resumes, but not for promotional purposes. Approval must be obtained from the Architect of the Capitol for presentations and publications about the conservation project. Permission is not given for the taking of photographs other than those required for this contract in non-public areas or under the special access needed to perform the work.

Curator's Office, January 2006



Room S-127 Mural Conservation



Figure E-6 E Lunette - Overpaint removal test areas



Figure E-7 NE Lunette - Overpaint removal test areas



Figure E-4 SW Lunette - Overpaint removal test areas



Figure D-28 Right side, volute area with lifting and flaking, old and recent loss, and overpaint - raking light



Figure D-30 Left side, entablature frieze - cracking, lifting paint and plaster, normal light

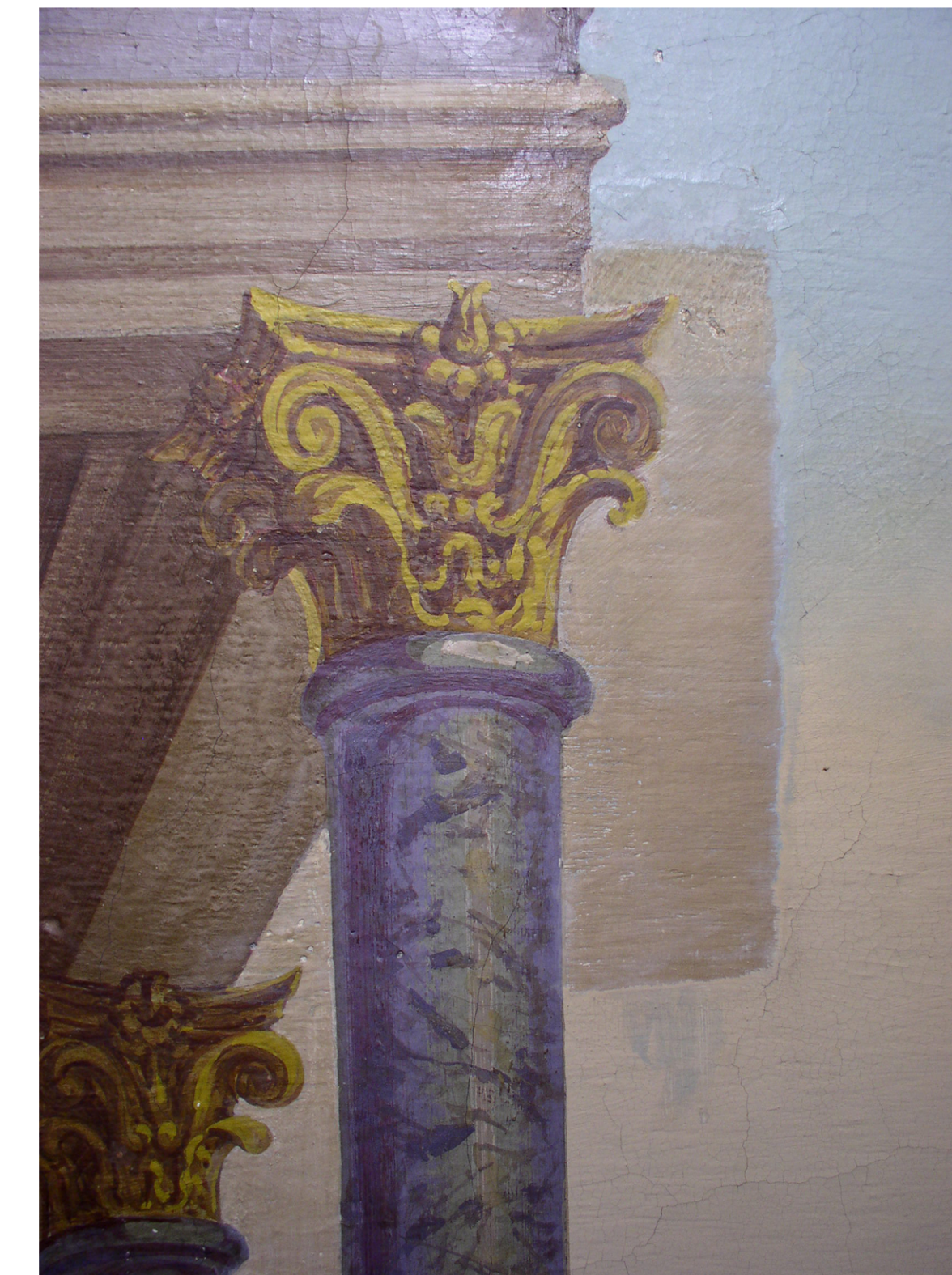


Figure E-51 Original column and capital; overpaint removed from adjacent sky

PAST PERFORMANCE QUESTIONNAIRE FOR ART CONSERVATION PROJECTS

NAME OF OFFEROR (FIRM)/ PERSON _____

REFERENCE ID:

Name/Title _____

Name of Agency/Client _____

Telephone Number _____ Date _____

REFERENCE QUESTIONS:

1. The purpose of this call/fax is to check a reference for _____ for purposes of a federal procurement for conservation and replication of murals designed by Constantino Brumidi in the 1850s in Room S-127 in the Senate Wing of the U.S. Capitol. These murals are painted directly on plaster in tempera. Most areas have been heavily overpainted. In addition to plaster consolidation, consolidation of flaking paint, removal of overpaint, and inpainting and reconstruction of damaged areas, the project will include paint analysis and replication of a section of the mural. Your name was provided to us by the above person.

2. Describe your overall experience with this firm/person

3. Location and scope of mural conservation project _____

4. Performance period (month and year) from _____ to _____

5. Was the work performed of the expected quality?

6. Did the firm/person exhibit the necessary technical knowledge and skill?

7. Was the work performed on time or on a reasonable schedule?

8. Were there unexpected increases in cost?

9. Did the firm/person communicate effectively with the client?

10. Did the person/firm effectively manage staff?

11. Were there any problems with compliance with safety standards?

12. How would you rate the firm/person's integrity, reasonableness, and cooperative conduct?
 unsatisfactory satisfactory good outstanding

13. How would you recommend this firm/person for the described mural conservation work?
 (Circle one)

do not recommend recommend with reservations recommend highly recommend

Additional comments:

Name and signature of person completing this form: _____